

# **General Terms and Conditions of**

## **MED TRUST Handelsges.m.b.H.**

### **1. Scope**

1.1 These General Terms and Conditions apply for the sale and delivery of products over a long distance by MED TRUST Handelsges.m.b.H. (hereafter referred to as "MED TRUST"). The business address and headquarters are 7221 Marz, Gewerbepark 10.

1.2 Deviations from these General Terms and Conditions require the written form to be legally valid.

### **2. Conclusion of Contract**

2.1 Advertising MED TRUST products in the online shop, in catalogues, or in flyers is a non-binding and open invitation for the customer to place an order.

2.2 The contract comes into existence once the customer places an order and this is confirmed by MED TRUST.

2.3 If MED TRUST accepts the customer's order, MED TRUST will – subject to Point 2.4. – fulfil the order of the customer within 30 days starting from the day after the order was sent by the customer.

2.4 If MED TRUST is unable to fulfil a customer's order because the item ordered or service is unavailable or MED TRUST does not accept the customer's order, MED TRUST will inform the customer immediately and reimburse the customer without delay for any payments made to the account indicated by the customer.

2.5 Ordering or purchasing products on the basis of a doctor's prescription from the online shop or via e-mail is not permitted. Customer orders that are based on a doctor's prescription are processed by MED TRUST independent of the billing methods of the health care company involved on a case by case basis by special agreement with the customer. Further information about the sale and billing of orders based on doctor's prescription is available to the customer upon request.

2.6 The **General Terms and Conditions** can be downloaded by the customer from the MED TRUST website at [www.medtrust.at](http://www.medtrust.at) in both PDF and HTML formats. At the time the contract is concluded these are sent in HTML format to the e-mail address provided by the customer.

### **3. Prices**

3.1 All prices listed are in euros and include the statutory sales taxes. The prices are only for the products themselves and do not include shipping costs. The customer assumes all shipping costs as well as any import and export taxes.

3.2 Shipping costs within Austria are EUR 5.90. MED TRUST covers the shipping costs within Austria as of a gross order value of EUR 75. This online shop is geared to Austrian customers. If you would like to order products from MED TRUST and live outside of Austria, please contact us via e-mail ([office@medtrust.at](mailto:office@medtrust.at)).

### **4. Payment**

4.1 MED TRUST accepts the following payment methods: credit card (Mastercard/Visa); PayPal, prepayment (IBAN: AT612026700000010702, BIC/SWIFT Code: WINSATWN), and cash on delivery. For more details, please see the overview of payment methods.

4.2 Invoices are due upon receipt without any deductions.

### **5. Delivery**

5.1 The ordered products are delivered by a carrier designated by MED TRUST.

5.2 Partial deliveries are permitted, insofar as reasonable for the customer. This is the case, for instance, if only a small part is not delivered; unless the customer is not interested in partial delivery, perhaps because the available part cannot be used on its own. Permissible partial deliveries are not grounds for the customer to withdraw from the entire contract for reason of delay.

### **6. Retention of Title**

The delivered product remains the property of MED TRUST until the complete purchase price has been received including all other payment obligations of the customer. For the duration of the retention of title the customer is obliged to treat the product with care. As long as the proprietary rights to the delivered products have not been transferred to the customer, the customer may not encumber these products with liens or other rights.

### **7. Cancellation Right of Consumers as per the Austrian Consumer Protection Act**

7.1 A customer, who is a consumer as defined in Art. 1, par. 1 of the Austrian Consumer Protection Act (hereafter referred to as the "consumer"), has the

right to cancel the contract within 14 (fourteen) days without giving reasons. The cancellation period is 14 days

a) in the event of a purchase agreement from the day on which the consumer or third party indicated by him, who is not the carrier, has taken possession of the items,

b) in the event of a contract for several items, which the consumer ordered as part of complete order and which are delivered separately from the day on which the consumer or a third party indicated by him, who is not the carrier, has taken possession of the last item,

c) in the event of a contract for a delivery of an item in several partial shipments or parts from the day on which the consumer or a third party indicated by him, who is not the carrier, has taken possession of the last partial shipment or the last part,

d) in the event of a contract for a regular delivery of items over a set period of time from the day on which the consumer or a third party indicated by him, who is not the carrier, has taken possession of the first item.

7.2 In order to exercise the cancellation right, the consumer has to send a clear written statement to MED TRUST Handelsges.m.b.H., 7221 Marz, Gewerbepark 10 (Telefax: +43 2626 64190-77, e-mail: [office@medtrust.at](mailto:office@medtrust.at), (e.g., a letter sent by letter mail, telefax, or e-mail) in which he advises MED TRUST about his decision to cancel the contract. The statement of cancellation is not restricted to a certain form. The sample cancellation form can be used, but this is not required. The sample cancellation form can be downloaded from the MED TRUST website at [www.medtrust.at](http://www.medtrust.at).

7.3 To ensure that the consumer can exercise the right to cancellation, the consumer has to send the cancellation letter before the end of the cancellation period.

7.4 If the customer cancels this agreement, MED TRUST is obliged to reimburse the payments MED TRUST has received from the customer, including the delivery costs (with the exception of additional costs which resulted if the customer chose a different type of delivery other than the most economical standard one MED TRUST offers) immediately and at the latest within fourteen (14) days from the day MED TRUST received notification to cancel the agreement. For the reimbursement MED TRUST uses the same means of payment which the customer used for the original payment unless something else is explicitly agreed upon with the customer. Under no circumstances will

the customer be charged fees because of this reimbursement. If a purchase agreement is cancelled for items which MED TRUST cannot pick up, MED TRUST may decline to reimburse the customer until it has received the goods back from the customer or the customer has provided proof that he has returned the goods, depending on whichever is the earliest.

7.5 The consumer has to return or hand over the goods immediately or in any case at the latest within fourteen (14) days from the day the consumer informed MED TRUST about the cancellation of this agreement to MED TRUST Handelsges.m.b.H., 7221 Marz, Gewerbepark 10. This deadline is met if the goods are shipped before the fourteen-day (14-day) deadline expires. The consumer bears the actual costs of returning the goods.

7.6 The right to cancellation does not apply to products which were manufactured according to special customer wishes, which by their nature are not suitable to be returned, which can spoil quickly, or whose best before date has passed, and in the case of goods which were delivered sealed and in the interest of health or hygiene are not suitable to be returned if the seal was removed after delivery.

7.7 The consumer only has to pay for any diminished value of the goods, if this loss in value resulted from the handling other than what is necessary to ascertain the nature, characteristics, and operation of the goods. The consumer has to treat the purchased goods and their original packaging with care until the end of the cancellation period.

7.8 Note: The EU Commission offers the possibility of resolving disputes online using an online platform which it operates. This platform can be reached via the external link <http://ec.europa.eu/consumers/odr/>. We are neither willing nor obliged to participate in proceedings before the consumer arbitration board to settle disputes.

## **8. Written Form**

8.1 Notices of defects, damage claims, and all other statements of intent made by the customer to MED TRUST must be made in writing.

## **9. Guarantee**

9.1 MED TRUST ensures that the products are free of defects at the time of shipping, which cancel or reduce the value or the suitability for usual use. An insignificant reduction to the value or the suitability is not taken into account.

9.2 In addition, the customer has potential claims from warranties provided by the manufacturers of many technical products, which are enclosed with the

product.

9.3 The limitation period for warranty claims for both obvious and hidden defects is two (2) years from the delivery of the goods. The legal guarantee obligation of MED TRUST is not restricted by warranties of any sort.

9.4 MED TRUST provides a warranty for individual items ordered from MED TRUST, but not for aggregates, unless this is explicitly arranged with the customer.

9.5 The warranty is only for defects which were already present at the time of shipping, but not for those defects which emerged subsequently, especially as a result of improper use or constant and above-average use of the item by the consumer over a longer period of time. This also applies to wear parts.

## **10. Liability for Compensation**

10.1 MED TRUST is liable only for damages in the cases of intent or gross negligence; this does not apply for injuries to people.

10.2 If the customer is not a consumer, the liability of MED TRUST is, within the framework of legal provisions, limited to the amount of the purchase price. In this case, the replacement of (damages), consequential damages, other property damage, financial losses, and damages and claims from third parties against the customer are excluded.

## **11. Data Protection**

11.1 To process contracts and preserve evidence, MED TRUST processes the following information about the customer: customer number, name, user name and password, address, contact information like telephone number, e-mail address, and other types of address, which could emerge as a result of modern communication possibilities; information on order management and billing such as order date, products ordered, and number of ordered products, prices calculated, shipping and payment information of the customer and, in the case of online orders the IP address of the customer to combat abuse. All of this data is deleted at the latest seven years after the contract has ended between MED TRUST and the customer, provided there are no legal obligations to store information longer.

11.2 More information about MED TRUST's [Data Privacy Statement](#) can be found on MED TRUST's website [www.medtrust.at](http://www.medtrust.at)

## **12. Place of Jurisdiction**

12.1 The only agreed court with jurisdiction is the local court in 7221 Marz.

This location does not apply to consumers.

12.2 If the consumer has a residence in Austria, a habitual residence, or a place of employment, the court with jurisdiction over the legal action taken by MED TRUST against the consumer is the one in the district where the consumer has his residence, habitual residence, or place of employment.

### **13. Applicable Law**

13.1 All of the legal transactions concluded as per these General Terms and Conditions are subject to Austrian law excluding the UN Sales Convention. This applies with the restriction that according to Article 6 of the Regulation (EC) No. 593/2008 of the European Parliament and the Council Rates dated 17 June 2008 on the law applicable for contractual obligations more favourable terms of the law of the state in which the consumer has his habitual place of residence can take precedence.

### **14. Contract Language**

14.1 The contract, order, and business language is German.

### **15. About MED TRUST**

MED TRUST Handelsges.m.b.H

Gewerbepark 10

7221 Marz, Österreich

Managing Director: Werner Trenker

Tel: **02626 / 64 190**

Fax: 02626 / 64 190 - 77

e-mail: **office@medtrust.at**

Tax Office No.: 163015d

Commercial Court: Eisenstadt

Data Processing Register No.: 0935859

VAT Registration No.: ATU 43445802

Member of the Austrian Federal Economic Chamber (WKO), Burgenland Economic Chamber, Industry Sector Commerce, Landesgruppe Handel mit Arzneimitteln, Drogerie- und Parfümeriewaren, Chemikalien und Farben, Fachvertretung Foto-, Optik- und Medizinproduktehandel (**WKO MED TRUST**)

Business Purpose: Trading all kinds of goods (excluding all transactions subject to the Banking Act and the Insurance Supervision Act), especially trading items for diabetics, as well as importing and exporting, furthermore, exercising the role of a commercial agent, and especially taking on relevant commercial representations

Laws of the Profession: Industrial code, medical product law

(<http://www.ris.bka.gv.at>)

Supervisory Authority: District Commission of Mattersburg

Special Regulatory Authority: Austrian Federal Ministry of Health, Austrian  
Federal Office for Safety in Health Care

Marz, 01.08.2019